

A-Side coverage is insurance for the directors and officers of the bank and is part of your D&O insurance policy. Coverage is triggered when the bank refuses or is unable to indemnify its directors and officers. Our **A-Side DIC Solution Insurance Policy** provides both excess A-Side D&O Insurance *and* can drop down to fill in gaps in your underlying D&O A-Side coverage.

## PRODUCT FEATURES

### Excess A-Side

Follow form excess coverage for non-indemnifiable loss of Insured Persons.

### Difference in Conditions

Non-follow form Difference in Condition (DIC) coverage is provided if the primary or other underlying excess carrier:

- ✦ Files for or intends to rescind coverage
- ✦ Wrongfully refuses to indemnify an Insured Person
- ✦ Is financially unable to indemnify an Insured Person
- ✦ Is unable to pay as a result of a court order in bankruptcy proceeding
- ✦ Fails to Indemnify within 60 days
- ✦ Is not liable for the loss and claim

### DIC Highlights

- ✦ Claim includes regulatory investigations and arrests of Insured Persons
- ✦ Insured Persons include directors (including shadow and de facto directors), officers, trustees, governors, management committee members, employees, and natural person afforded coverage under the Primary Policy
- ✦ Exclusions limited to Conduct Exclusion with broad final, non-appealable adjudication language
- ✦ Non-rescindable policy
- ✦ Affirmative coverage language for Section 11, 12 and 15 SEC claims, SOX Section 304(a) and 308(a) fees, and Dodd-Frank Section 954 fees

**Available on an admitted basis in most states, with limits up to \$10 million**

## EXAMPLE

A bank's chief financial officer receives a subpoena from the U.S. Department of Justice to testify with respect to violations of lending law and fraudulent lending behavior. State jurisdiction bars the bank from indemnifying the CFO in this matter due to the fraudulent allegations, resulting in a non-indemnifiable event. The bank's underlying insurer denies coverage because its definition of "Claim" does not include subpoenas. The bank carries A-Side DIC coverage, and the definition of "Claim" includes demands to appear, like subpoenas; therefore, the CFO finds coverage under the bank's A-Side DIC Policy.

The claims scenarios in this material are provided to illustrate possible exposures faced by your clients. The facts of any situation which may actually arise, and the terms, conditions, exclusions, and limitations in any policy in effect at that time, are unique; thus, no representation is made that any specific insurance coverage applies to the above claims scenarios. Not available in all states. All coverage descriptions and data are provided for informational and educational purposes only and are not a representation as to coverage. For details on the coverage provided by your specific contract of insurance, please refer to your policy. Policies are underwritten by Great American Insurance Company, an authorized insurer in all 50 states and the D.C. and Great American E&S Insurance Company, a DE domiciled surplus lines insurance company, eligible to underwrite surplus lines insurance in all 50 states and the D.C. This is not intended as a solicitation or offer to sell an insurance product in a jurisdiction in which the solicitation, offer, sale or purchase thereof would be unlawful. 082019.XS2 © 2019 ABA Insurance Services Inc., dba Cabins Insurance Services in CA, ABA Insurance Services of Kentucky Inc. in KY, and ABA Insurance Agency Inc. in MI, 3401 Tuttle Rd., Suite 300, Shaker Heights, OH 44122.